

June 19, 2015

PUBLIC VERSION

Ms. Lisa Saks
Ms. Lisa Boehley
Market Dispute Resolution Division
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20054

RE: *In the Matter of Worldcall Interconnect, Inc. a/k/a Evolve Broadband, Complainant v. AT&T Mobility, LLC, Defendant*, File No. EB-14-MD-011 – Interrogatory Responses.

Dear Ms. Saks and Ms. Boehley:

Pursuant to 47 C.F.R. § 1.729(e), Worldcall Interconnect, Inc. (“WCX”) hereby submits for filing the Highly Confidential version of WCX’s responses to the first interrogatories of AT&T Mobility. WCX requests highly confidential treatment of certain information contained in the responses, submitted pursuant to 47 C.F.R. § 1.731 and the protective order entered in this proceeding.

WCX provides justification for the Highly Confidential treatment of the responses in the Appendix to this letter, pursuant to 47 C.F.R. §§ 0.457 and 0.459. In accordance with 47 C.F.R. § 1.731(b), WCX agrees that the Highly Confidential information in the responses may be disclosed to the persons listed in this subsection, including counsel of record for Defendant, to the extent necessary solely for the purpose of this action.

WCX is simultaneously submitting, under separate covers, a non-redacted (highly confidential), and a redacted version of the responses. The non-redacted version of the responses is marked “DO NOT RELEASE, NOT FOR INCLUSION IN THE PUBLIC RECORD” and “Highly Confidential Information included pursuant to Protective Order, *Worldcall Interconnect, Inc. v. AT&T Mobility, LLC*, File No. EB-14-MD-011.” The redacted version of the responses is marked “PUBLIC VERSION.” All versions of the responses are the same except that, in the public version, the highly confidential information has been omitted. This cover letter does not contain any highly confidential information.

WCX is simultaneously delivering two courtesy copies of the responses (non-redacted, highly confidential) to Market Disputes Resolution Division staff via U.S. Mail.

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Please do not hesitate to contact us with any questions using the information in the letterhead.

Respectfully,

/s/Matthew A. Henry

Matthew A. Henry
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Counsel for Worldcall Interconnect, Inc.

Enclosures

Copy to (via email and U.S. Mail)

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Washington, D.C. 20005

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APPENDIX

Confidentiality Request and Justification

WCX requests highly confidential treatment of specific information contained in the responses associated with this correspondence. In accordance with 47 C.F.R. § 0.459(b) and in support of its request, WCX provides the following information:

47 C.F.R. § 0.457(d)

Information contained in the responses is highly confidential and proprietary to WCX as “commercial information” not routinely available for public inspection or is otherwise confidential under Section 0.457(d). These materials constitute WCX’s business plans; network information; the identity of other carriers with whom WCX is negotiating roaming agreements and the terms under negotiation; as well as the names of individuals with whom WCX is negotiating machine-to-machine (M2M) business partnerships. Therefore, in the normal course of Commission practice, this material should be considered “Records not routinely available for public inspection.”

47 C.F.R. § 0.459

Specific information included in WCX’s responses is also subject to protection under 47 C.F.R. § 0.459, as demonstrated below.

Information for which confidential treatment is sought

WCX requests confidential treatment of specific information contained in parts of the responses as containing highly confidential information. The highly confidential information includes WCX’s business plans; network information; the identity of another carrier with whom WCX is negotiating a roaming agreement and the terms under negotiation; as well as the names of individuals with whom WCX is negotiating M2M business partnerships. The information is identified as highly confidential when it appears within the submission, and pages containing confidential information have been marked pursuant to the October 9th order and the protective order in place in this proceeding: “DO NOT RELEASE, NOT FOR INCLUSION IN THE PUBLIC RECORD.” Consistent with the protective order, the material marked as protected also includes a legend designating the material as confidential.

Commission proceeding in which the information was submitted

The information is being submitted in *In the Matter of Worldcall Interconnect, Inc. a/k/a Evolve Broadband, Complainant v. AT&T Mobility, LLC, Defendant*, File No. EB-14-MD-011.

Degree to which the information in question is commercial or financial, or contains a trade secret or is privileged

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The material designated as confidential contains sensitive commercial information of complainant that WCX maintains as confidential. It includes WCX's business plans; network information; the identity of other carriers with whom WCX is negotiating roaming agreements and the terms under negotiation; as well as the names of individuals with whom WCX is negotiating M2M business partnerships.

Degree to which the information concerns a service that is subject to competition

The highly confidential information that WCX seeks to protect is related to its provision of mobile wireless services. The mobile wireless industry is somewhat competitive.

How disclosure of the information could result in substantial competitive harm

Disclosure of the highly confidential information would result in substantial competitive harm because it would give competitors insight into WCX's business model; network construction, business plans; business relationships; as well as an advantage in future data roaming negotiations with AT&T.

Identification of any measures taken by the submitting party to prevent unauthorized disclosure

WCX has treated and treats the information disclosed in this material as confidential and/or highly confidential and has protected it from public disclosure to parties (other than Defendant and the Commission) outside of the company.

Identification of whether the information is available to the public and the extent of any previous disclosure of the information to third parties

The designated information had not been previously made available to the public or provided to third parties (other than the Defendant and the Commission now).

Justification of the period during which the submitting party asserts that material should not be available for public disclosure

WCX cannot determine at this time any date on which this material should not be considered confidential/highly confidential or would become stale for purposes of the current action. Therefore, the information should be treated as confidential/highly confidential indefinitely.

Any other information that the party seeking confidential treatment believes may be useful in assessing whether its request for confidentiality should be granted

Under applicable Commission and court rulings, the material in question should be withheld from public disclosure. Exemption 4 of the Freedom of Information Act, 5. U.S.C. § 552(b)(4), shields commercial or financial information.

PUBLIC VERSION

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, DC 20554**

In the Matter of)	
)	
WORLDCALL INTERCONNECT, INC.)	
a/k/a EVOLVE BROADBAND,)	
Complainant)	File No. EB-14-MD-011
)	
v.)	
)	
AT&T MOBILITY LLC)	
Defendant)	

**WORLDCALL INTERCONNECT, INC.'S RESPONSES TO AT&T MOBILITY LLC'S
FIRST SET OF INTERROGATORIES**

Pursuant to Section 1.729 of the Federal Communication Commission's (the "Commission") Rules, 47 C.F.R. § 1.729, Worldcall Interconnect, Inc. a/k/a Evolve Broadband ("WCX") hereby submits these responses to the First Set of Interrogatories of AT&T Mobility LLC ("AT&T").

Respectfully,

/s/Matthew A. Henry
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June 19, 2015

Interrogatory ATT-WCX 1

Identify all communications WCX has had with network providers other than AT&T regarding roaming, including but not limited to, communications regarding roaming rates, terms and conditions for roaming, or technical aspects of roaming.

See Tab 1 for all written communications and references to telephone conversations with [REDACTED] regarding roaming. See Tab 2 for all written communications and references to telephone conversations with [REDACTED] regarding roaming.

In addition to the communications with [REDACTED] [REDACTED] contained and referenced in Tab 1, Lowell Feldman of WCX has had approximately eight other phone conversations regarding roaming with [REDACTED] [REDACTED] employees between April 23, 2015 and May 30, 2015 and on June 5, 2015. The spirit of these conversations with [REDACTED] was that, as long as WCX can operate as it intends by developing and controlling its own devices, and the entity that is providing or supporting the services and applications to the user or customer by essentially using [REDACTED] [REDACTED] radio access network as a mere connectivity solution, WCX would be willing to enter either a commercial agreement or a roaming agreement (or both). Ultimately, [REDACTED] [REDACTED] decided that WCX's request was more appropriately resolved under roaming rather than through a commercial agreement. The parties are now finalizing a roaming agreement.

Person under whose supervision this response was prepared: Lowell Feldman

Interrogatory ATT-WCX 2:

Identify each device that WCX currently offers or plans to offer, including the manufacturer and model of the device, all the bands it can utilize, and the number of paying customers that currently use WCX's service with that device.

CURRENT:		
Equipment Description	Bands	Customers
Sierra Wireless 754S with Samsung Galaxy Tab2/3 Voice Tablet	(1)	[REDACTED]
Sierra Wireless 754S with Lenovo A2107A-F Voice Tablet	(1)	[REDACTED]
Sierra Wireless 754S Data Only	(1)	[REDACTED]
Bandrich Bandlux R505 with Lenovo A2107A-F Voice Tablet	(2)	[REDACTED]
Bandrich Bandlux R505 with Samsung Galaxy Tab2/3 Voice Tablet	(2)	[REDACTED]
Bandrich Bandlux R505 with integrated voice	(2)	[REDACTED]
Bandrich Bandlux R505 (data only)	(2)	[REDACTED]
BEC 6200WZL (data only)	(3)	[REDACTED]
BEC 6200WZL (with Samsung Galaxy Tab2/3 Voice Tablet)	(3)	[REDACTED]
BEC 6800 RUL (data only)	(4)	[REDACTED]
Nexus 5 – (non-paying test with voice)	(5)	[REDACTED]
Nexus 7 – (non-paying test with voice)	(6)	[REDACTED]
Moto X provided by MVNO partner – (with SMS and Voice)	(5)	[REDACTED]
(1) LTE 700/1700 MHz; UMTS 850/900/2100 MHz; GSM850/900/1800/1900MHz		
(2) LTE 700MHz (Bands 12, 13, 14 & 17); 2100MHz (B1); 1900 MHz (B2); 1800MHz (B3); AWS (B4); 850MHz (B5); 2600MHz (B7); 900MHz (B8); EDD800MHz (B20); 1900MHz (B25); 800MHz (B26); 2500MHz (B38); 2300MHz (B40); 2500MHz (B41)		
(3) LTE: Bands 4/17; UMTS/HSPA+: Bands 1/2/4/5/8; CDMA 1xRTT/EV-DO Rev A: BC0, BC1, BC10; GSM/GPRS/EDGE (850/900/1800/1900		
(4) LTE 700MHz (B17)		
(5) LTE: Bands: 1/2/4/5/17/19/25/26/41; GSM: 850/900/1800/1900 MHz; CDMA: Band Class: 0/1/10; WCDMA: Bands: 1/2/4/5/6/8/19		
(6) LTE: 700/850/1700/1800/1900/2100 MHz (Bands: 1/2/3/4/5/13/17); GSM: 850/900/1800/1900MHz; HSPA+: 850/900/1900/2100/AWS (1700/2100) MHz (Bands: 1/2/4/5/8)		
Note that for each device listed with a manufacturer, the device capability to access a radio may be limited by the software loaded onto the device, and some devices with different software loads may have other SKU identities.		

Future Devices

WCX has examined the potential of allowing access by devices based on the following radio chip manufacturers: [REDACTED]

[REDACTED] for future Smartphone and M2M devices. Some of these radio cards may already be placed in devices that

[REDACTED]

have gone through certification and WCX may only modify the operating system, framework, and other software on the completed device. Other devices may need to be further customized.

One part of WCX's business model is to work directly with business customers and potential MVNOs who have M2M applications and/or products. The parties will cooperatively customize the design, build and launch of the specific M2M device and its operational software and applications and how they interoperate with WCX's common carrier network and services. Therefore many likely future devices do not exist today. Applications WCX has discussed with customers to date include video monitoring, secure transactions and security-based services and medical communication services.

Person under whose supervision this response was prepared: Lowell Feldman

Interrogatory ATT-WCX 3

Describe the different service plans offered by WCX, including for each plan, the terms and conditions, the types of service included (e.g., data, voice, SMS), all rates and charges for each included service, and the number of paying customers currently on the plan.

See Tab 3 for the terms and conditions for WCX's services.

Service Plans

Plan Type	Contract Term	Monthly Price of Plan	Customers
Bundled Voice & Data Promotional A – 30GB Data + 500 minutes of voice usage + unlimited	Annual	\$39.95	[REDACTED]
Bundled Voice & Data Promotional A – 45GB Data + 500 minutes of voice usage + unlimited	Annual	\$39.95	[REDACTED]
Bundled Voice & Data Promotional A – 60GB Data + 500 minutes of voice usage + unlimited	Annual	\$64.95	[REDACTED]
Bundled Voice & Data Promotional B – 30GB Data + 500 minutes of voice usage + unlimited	Annual	\$44.95	[REDACTED]
Bundled Voice & Data Promotional B – 45GB Data + 500 minutes of voice usage + unlimited	Annual	\$44.95	[REDACTED]
Bundled Voice & Data Promotional B - 60GB Data + 500 minutes of voice usage + unlimited	Annual	\$69.95	[REDACTED]
Data Only – 10 GB	Monthly	\$44.95	[REDACTED]
Data Only – 30 GB	Monthly	\$54.95	[REDACTED]
Data Only – 60 GB	Monthly	\$79.95	[REDACTED]
Data Only – 10 GB	Annual	\$39.95	[REDACTED]
Data Only – 15 GB	Annual	\$39.95	[REDACTED]
Data Only – 30GB	Annual	\$49.95	[REDACTED]
Data Only – 45GB	Annual	\$49.95	[REDACTED]
Data Only – 60GB	Annual	\$74.95	[REDACTED]
Data Only – 90GB	Annual	\$74.95	[REDACTED]
Data Only – 120GB	Annual	\$109.95	[REDACTED]

Person under whose supervision this response was prepared: Lowell Feldman

Interrogatory ATT-WCX 4

WCX claims that it “currently provides ‘interconnected’ voice and data and text messaging.” WCX Legal Analysis (Compl. at 270). Describe the “interconnected” services WCX currently offers, or plans to offer, including the technical details of how each service is provided, and descriptions of any apps, software or hardware a customer must have to use the service.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Like all modern cores, the heart of the core is IP and the method of communication through the core to supported devices will be IP as well. All IP-based services will flow through the core and either out to the public Internet or to a private managed connection. When the private managed connection is designed for voice or SMS, the result is an “interconnected service” and the service is known in the industry as VoLTE. When the managed connection uses the public Internet in some way there will often be a virtual private networking overlay with the result that the public Internet is used for transmission only, essentially serving as “backhaul” between the edge and the core. Any service or application that relies on or possesses the ability to use NANPA resources, including but not limited to Voice, SMS or M2M, is an “interconnected service” under the interpretation in place before the *Open Internet Order*. Any

service or application that relies on or possesses the ability to use NANPA resources or IP numbers is an “interconnected service” under the new interpretation in the *Open Internet Order*.

WCX has deployed SMS and voice technology managed through the core consistent with GSM IR.92. [REDACTED]

[REDACTED]

All supported devices using voice or SMS must also have the appropriate software loaded into the device, as is industry standard, and that device must support Session Initiation Protocol (SIP), which is the VoLTE standard.

All services will retain “interconnected” status regardless of any combination of apps, software or hardware as long as the “interconnected architecture” relies in any way on WCX’s core and/or network to provide the service, and public switched network addresses exist. Both the current architecture using [REDACTED] [REDACTED] are therefore “interconnected.”

Various offload methods for these services will expand the scope of WCX’s “home area” network and ensure that roaming on AT&T’s network will only be the option of last resort.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Person under whose supervision this response was prepared: Lowell Feldman

Interrogatory ATT-WCX 5

Mr. Feldman claims that “WCX has held numerous discussions with potential industry partners about creating joint innovations and launching new innovative services using LTE in the so called ‘Machine to Machine’ market as well as using LTE in the medical monitoring and LTE in the smart-grid markets.” Declaration of Lowell Feldman ¶ 25. Please identify the communications WCX has had with these potential industry partners, the proposed new innovative services that were discussed, the device that would be used for the service, and describe any WCX business models or plans regarding the growing role of M2M/Internet of Things services and applications. *See also* Am. Compl. ¶ 85.

A detailed description of these communications, services, devices, and business models appears in the Reply Declaration of Lowell Feldman at pp. 55-62. Since the filing of WCX’s Reply, discussions with [REDACTED] [REDACTED] have ceased due to the delay

in obtaining roaming. WCX has continued its discussions with [REDACTED] [REDACTED] [REDACTED]

Discussions with the other industry partners remain stalled and clouded by uncertainty due to the lengthy process involved in prosecuting this complaint and a securing a roaming agreement from AT&T. For instance, [REDACTED]

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

[REDACTED]

Person under whose supervision this response was prepared: Lowell Feldman

Interrogatory ATT-WCX 6

Identify WCX's current subscriber base, including retail residential, retail commercial, wholesale and M2M/Internet of Things accounts, specifying the number of subscribers that reside inside and outside of WCX's home service area and the total monthly data usage for each group (residents and non-residents) within each subscriber category (i.e., retail residential, retail commercial, wholesale, and M2M/Internet of Things). For purposes of this request, a subscriber resides inside WCX's home service area only if it has a domicile or place of business within that area.

WCX currently has [REDACTED] [REDACTED] customers. Of this, seven customers are retail commercial accounts and [REDACTED] are retail residential accounts. WCX has one wholesale subscriber that is a mobile virtual network operator. The total monthly data usage for all subscribers in May 2015 was approximately [REDACTED]

Under WCX's 3.65 GHz nationwide license, WCX's service area is the entire United States. All WCX retail customers reside within this service area, as well as the area covered by its 700 MHz license (CMA 667). WCX's wholesale MVNO customer resides within the 3.65 GHz licensed service area, but not within the 700 MHz licensed service area. . When WCX secures nationwide access capability through a roaming arrangement with AT&T the parties will be in position to finalize and expand the precise nature and extent of their relationship. At that point this customer will establish a commercial presence nearer to WCX's core by placing business offices and/or servers/equipment. WCX does not "know" the residence or domicile of each of the MVNO's customers, but they are likely in or around [REDACTED]

Person under whose supervision this response was prepared: Lowell Feldman

Interrogatory ATT-WCX 7

Describe WCX's build out of its licensed home service area to date and its plan to continue to build out its licensed home service area in the future. The description should include at least a list of the cell sites that WCX has installed and those it plans to install, identifying for each cell cite the location in latitude/longitude, the date it began or is expected to begin operations, the date it began or is expected to begin providing retail services to customers, the equipment that is or will be deployed at the site, and the population and geographic area that is or will be covered by it; and a list of the expenditures that WCX has made on the build out and those it plans to make, identifying for each expenditure the date when it was made or is expected to be made, and the purpose (e.g., spectrum purchases, towers and related equipment, backhaul) for which it was or will be made.

Cell Sites

Cell Site Geographic Location	Long./Lat.	Start Operations	Start Services
1. Bastrop, TX (Sim Gideon)	30.14929 -97.27053	03/2013	03/2013
2. Bastrop, TX	30.1335 -97.43837	02/2014	02/2014
3. Bay City, TX	29.00461 -95.97487	03/2014	03/2014
4. Dale, TX	29.92577 -97.56494	02/2013	02/2013
5. Eagle Lake, TX	29.58802 -96.33586	02/2014	02/2014
6. Gonzales, TX	29.54831 -97.40612	TBD	TBD
7. Luling, TX	29.64984 -97.55775	04/2014	04/2014
8. McDade, TX	30.28395 -97.24725	04/2014	04/2014
9. Schulenburg, TX	29.65839 -96.90535	09/2013	09/2013
10. Smithville, TX	30.04743 -97.18737	TBD	TBD
11. Wallis, TX	29.63906 -96.06377	12/2013	12/2013
12. Weimar, TX	29.70214 -96.77873	11/2014	11/2014
13. Wharton, TX	29.28113 -96.04096	05/2014	05/2014

This response seeks information solely about WCX's "licensed home service area," which AT&T has clarified to be the lower B Block 700MHz licensed are covering Cellular Market Area ("CMA") 667. WCX disagrees that CMA comprises the entirety of WCX's "licensed home service area" but is providing information about CMA 667 only in order to respond to AT&T's precise request.

A list of the equipment that is deployed at each WCX cell site is attached hereto at Tab 5 and is marked as Highly Confidential. A list of the expenditures involved in WCX's build out is attached hereto at Tab 6 and is marked as Highly Confidential.

The population and geographic coverage of WCX's cell sites are indeterminate because the "population" that can be served varies greatly based on the services and devices involved. Each cell site covers an approximately six-mile radius for broadband service, but depending on actual needs a cell site can support a device as far as a 20 miles radius from the transmitter subject to terrain and weather conditions. Additionally, WCX's business model involves M2M and Internet of Things services, which means that WCX does not provide service strictly to a "human" "population" base. Human population is not a determinative measure because the radio access network communicates with devices, some of which are carried by people, but many of which will be associated with "things" like appliances, machines or even animals. WCX has not generated a record of the number of people or devices that are or could be covered by each cell site. Further, millions of "devices" both connected to people and otherwise travel through the CMA 667 every day as the roads and highways connecting Houston, Austin and San Antonio traverse CMA 667.

Person under whose supervision this response was prepared: Lowell Feldman

Interrogatory ATT-WCX 8

Identify the basis, including source data, spreadsheets and other documents, for the Rural Wireless Association's ("RWA") calculation of the "current prevailing retail rate of \$0.0096 per megabyte (MB), or approximately \$10 per gigabyte (GB)" and specify whether this rate is calculated based on AT&T's retail rates, industry retail rates, or both. *See* Am. Compl. ¶ 64.

A description of how WCX has calculated the current prevail rate for data services is contained in the Declaration of Martyn Roetter at Bates pp. 167-68. As described therein, this rate is calculated based on industry retail rates and is not limited to AT&T.

Person under whose supervision this response was prepared: Martyn Roetter

Interrogatory ATT-WCX 9

Identify any roaming services that are currently being provided or that have been provided in the past pursuant to the rates and/or terms and conditions set forth in the RWA's proposed roaming agreement.

WCX has no information regarding whether any carriers have provided roaming services to another carrier pursuant to the precise terms set out in the RWA model agreement.

Person under whose supervision this response was prepared: Lowell Feldman

Interrogatory ATT-WCX 10

Identify the “filings in several major Dockets including WT 05-265 (Reexamination of Roaming Obligations of Commercial Mobile Radio Service Providers)” at the FCC to which Martyn Roetter has contributed. See Roetter Public Decl. (Compl. at 159, ll. 10-13).

1. WT Docket No. 05-265, In the Matter of Reexamination of Roaming Obligations of Commercial Mobile Radio Service Providers and Other Providers of Mobile Data Services.
<http://apps.fcc.gov/ecfs/document/view?id=7521073786>
<http://apps.fcc.gov/ecfs/document/view?id=7521073785>
<http://apps.fcc.gov/ecfs/document/view?id=7521073786>
2. WT Docket No. 11-65, In the Matter of Applications of AT&T, Inc. and Deutsche Telekom AG for Consent to Assign or Transfer Control of Licenses and Authorizations.
<http://apps.fcc.gov/ecfs/document/view?id=7021688744>
3. WT Docket No. 12-4, In the Matter of Applications of Cellco Partnership d/b/a Verizon Wireless and SpectrumCo LLC and Cox TMI, LLC for Consent to Assign AWS-1 Licenses.
<http://apps.fcc.gov/ecfs/document/view?id=7021920095>
<http://apps.fcc.gov/ecfs/document/view?id=7021920096>
<http://apps.fcc.gov/ecfs/document/view?id=7021920798>
4. WT Docket No. 12-269, In the Matter of Policies Regarding Mobile Spectrum Holdings.
<http://apps.fcc.gov/ecfs/document/view?id=7022122969>
5. IB Docket No. 12-343, In the Matter of Applications of Softbank Corp., Starburst II, Inc. Sprint Nextel Corporation, and Clearwire Corporation for Consent to the Transfer Control of Licenses and Authorizations.
<http://apps.fcc.gov/ecfs/document/view?id=7022124994>
6. WT Docket No. 13-193, In the Matter of Applications of Cricket License Company, LLC, *et al.*, Leap Wireless International, Inc. an AT&T Inc. for Consent to Transfer Control of Authorizations.
<http://apps.fcc.gov/ecfs/document/view?id=7521069043>
<http://apps.fcc.gov/ecfs/document/view?id=7520946079>
7. GN Docket 14-28, In the Matter of Protecting and Promoting the Open Internet.
<http://apps.fcc.gov/ecfs/document/view?id=60001047354>
<http://apps.fcc.gov/ecfs/document/view?id=60001046436>
<http://apps.fcc.gov/ecfs/document/view?id=60001044394>
<http://apps.fcc.gov/ecfs/document/view?id=60001012303>
<http://apps.fcc.gov/ecfs/document/view?id=60001011858>
<http://apps.fcc.gov/ecfs/document/view?id=60001010897>
<http://apps.fcc.gov/ecfs/document/view?id=60001009570>

<http://apps.fcc.gov/ecfs/document/view?id=60001008598>

8. MB Docket No. 14-90, In the Matter of Application of AT&T, Inc. and DirecTV for Consent to Assign or Transfer Control of Licenses and Authorizations.

<http://apps.fcc.gov/ecfs/document/view?id=60001048092>

<http://apps.fcc.gov/ecfs/document/view?id=60001046605>

<http://apps.fcc.gov/ecfs/document/view?id=60001045187>

9. MB Docket No. 14-57, In the Matter of Applications of Comcast Corp. and Time Warner Cable Inc. for Consent to Transfer Control of Licenses and Authorizations.

<http://apps.fcc.gov/ecfs/document/view?id=60000871444>

<http://apps.fcc.gov/ecfs/document/view?id=60000871445>

<http://apps.fcc.gov/ecfs/document/view?id=60000871446>

Person under whose supervision this response was prepared: Martyn Roetter

CERTIFICATE OF SERVICE

I hereby certify that on June 19, 2015, I caused the foregoing interrogatory responses to be served on the following as indicated below:

Lisa Saks
Lisa Boehley
Market Disputes Resolution Division
Enforcement Bureau
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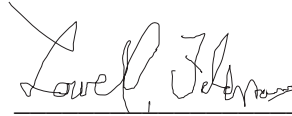
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Counsel for Worldcall Interconnect, Inc.

47 C.F.R. 1.729(e) Affirmation

I, Lowell Feldman, have provided the above interrogatory responses based on personal knowledge and with the assistance of the knowledgeable WCX personnel identified above, as well as the assistance of counsel. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing responses are true and correct to the best of my knowledge

A handwritten signature in black ink, appearing to read "Lowell Feldman", is written over a horizontal line.

Lowell Feldman
Chief Executive Officer
Worldcall Interconnect, Inc.
1250 S. Capital of Texas Hwy
Bldg 2-235
West Lake Hills, TX 78746

June 19, 2015

PUBLIC VERSION

TAB 1

**Highly Confidential WCX communications with partners
regarding roaming**

CONFIDENTIAL MATERIALS OMITTED

Bates Pages 23-501

PUBLIC VERSION

TAB 2

**Highly Confidential WCX communications with partners
regarding roaming**

CONFIDENTIAL MATERIALS OMITTED

Bates Pages 503-759

TAB 3

General Terms and Conditions Applicable to all Customer Contracts

Your contract with Evolve Broadband includes, but is not limited to, the terms of your service plan (including those outlined below and set forth in any services guide and any other materials that may be provided to customer) and the most recent Evolve Broadband General Terms and Conditions of Service Applicable to all Customer Contracts ("T&C") provided herein, along with the most recent Evolve Acceptable Use Policy, Privacy Policy and other related legal materials (all together constituting the "Agreement"). Carefully read all parts of your Agreement with Evolve Broadband including the Arbitration Provisions.

General Terms and Conditions of Service

1. **Basic Definitions.** In this document: (1) "we," "us," "our," and "Evolve Broadband" mean Worldcall Interconnect Inc., dba Evolve Broadband who is providing the products and Services; (2) "you," "your," "customer," "subscriber", and "user" mean an account holder or user with us; (3) "Device" means any phone, aircard, mobile broadband device, any other device, accessory, or other product that we provide you, we sell to you, or is active on your account with us; and (4) "Service" means Evolve Broadband-branded offers, rate plans, options, wireless services, billing services, applications we provide to you (but excluding third-party applications you may choose to download), programs, products, or Devices on your account with us. "Service(s)" also includes any other product or service that we offer or provide to you that reference these ("T&C").

2. **The Subscriber Agreement.** Your Subscriber Agreement is provided to you prior to or at activation. The T&C herein are part of your Subscriber Agreement and constitute a contract under which we provide you Service(s) under terms and conditions that you accept. This contract contains a Mandatory Arbitration Provision and a Jury Waiver Provision. In addition to these T&C, there are several parts that make up the Subscriber Agreement, which include, but are not limited to, the following: (i) the Subscriber Agreement (contract) or transaction materials that you sign or accept; (ii) the plan(s) that you chose as set forth in our written services and/or transaction materials that we may provide or refer you to during the sales transaction (if your service plan is not specifically set forth in any printed materials, the requirements and terms set forth in the current written services and transaction materials apply, excluding the monthly charge and number of voice minutes or amount of data included in your service plan); (iii) any confirmation materials and invoices that we may provide to you; (iv) the terms set forth in the coverage map brochures as they become available; and (v) Evolve Broadband's policies posted on our website at www.EvolveBroadband.com. Collectively, all these documents together are referred to herein as the agreement ("Agreement"). It is important that you carefully read all of the terms of the Agreement.

3. Term of Service.

(a) **Minimum Term.** If you agree to maintain Service for a minimum term ("Term") as selected by you when entering into the contract, then the term of this Agreement shall commence on the applicable Billing Commencement Date specified in Section 8(e) and shall continue thereafter until terminated as provided for in this Agreement. Service is provided on a month to month basis unless you agreed to a specified Term (such as at the time you placed your order or bought Purchased Equipment), in which case you agree to maintain and pay for your Service for the duration of the specified Term.

(b) **Termination By You.** You may terminate any line of Service before its Term ends by calling us during normal business hours; however, you may be responsible for an early termination fee (as described herein in

Section 27 - Term Commitments & Early Termination Fees). Your liability for Service-related charges will continue until such notice is received and verified by Evolve Broadband.

(c) **Suspension and termination by Evolve Broadband.** We may suspend your Services or terminate this Agreement for any reason and at any time unless a notice period is specifically noted elsewhere in the Agreement. If we suspend Service or terminate this Agreement for a reason other than your violation of this Agreement, all applicable fees and charges will accrue until the date of suspension or termination, but we will refund all prepaid monthly service fees charged for Services after the date of termination (less any outstanding amounts due Evolve Broadband for the Services, affiliate services, equipment, or other applicable fees and charges). You understand and acknowledge that all Evolve Broadband Voice Services, including 911/E911, will be disabled because of termination of your account.

(d) **Your obligations upon termination.** You agree that upon termination of this Agreement you will (i) immediately cease use of the Services and all Evolve Broadband-owned equipment; (ii) pay in full for your use of the Services and the Evolve Broadband Equipment up to the later of the effective date of termination of this Agreement or the date on which the Services are disconnected and all Evolve Broadband Equipment has been returned; and (iii) return the Evolve Broadband-owned equipment to Evolve Broadband, by any method reasonably requested by us, within 10 days after termination of the Agreement. Upon our request, you will permit us and our employees, agents, contractors, and representatives to access your premises during regular business hours to remove the Evolve Broadband Equipment and other material provided by Evolve Broadband. We will conduct this removal at a time agreed on by you and us, and you will ensure that all Evolve Broadband Equipment is returned to Evolve Broadband. You may be responsible for paying an equipment return charge and any previously agreed to charges if Evolve Broadband must come to the your premises to recover the Evolve Broadband Equipment. If Evolve Broadband incurs collection or legal costs as a result of your failure to comply with this Section, you will be liable for not only the value of the Evolve Broadband Equipment, but also for collection and attorneys' fees as well as court costs upon judgment.

(e) **Reconnection.** If Evolve Broadband suspends or terminates a Service for nonpayment or other violation of this Agreement, you will be required, in addition to payment of all overdue balances and other applicable charges, to pay a up to a \$36 reconnect charge. Reactivation of Services is subject to the terms of this Agreement, applicable law and our credit policies.

(f) **Deletion of Customer information.** Evolve Broadband and its service providers reserve the right both during the term of this Agreement and upon its termination to delete your voicemail, data, files, or other user information that is stored on Evolve Broadband's or its service providers' servers or systems, in accordance with our storage policies. You understand and acknowledge that we shall have no liability whatsoever as a result of the loss or removal of any such voicemail, data, files, or other user information.

(g) **Reimbursement of Equipment Subsidy for Early Termination.** Evolve Broadband may provide discounted equipment to you in exchange for your agreement to subscribe to a Service for a specified Term. In such event, YOU UNDERSTAND AND AGREE THAT YOUR SERVICE PLAN PRICING, EQUIPMENT PRICING AND/OR PROMOTIONAL OFFER WAS BASED ON YOUR AGREEMENT TO CONTINUE SERVICE FOR A SPECIFIED TERM AS DEFINED IN SECTION 3(a). If prior to the expiration of your Term, you terminate that Service for any reason, including moving outside of Evolve Broadband's service area, or your Service is terminated by Evolve Broadband for any violation of this Agreement, you agree to pay to Evolve Broadband an early termination charge that reimburses Evolve Broadband for this subsidy, as determined reasonably by Evolve Broadband. See Section 27 for details on the early termination fee that applies to this subsidy.

4. Availability of Offers. All offers, including plans and customizable/upgrade options are being made available from 5/1/2014 through 12/31/2015. We reserve the right to cancel offers early or extend offers without notice. Offers are subject to credit approval. Offers may not be available everywhere, combinable with other promotions/options, or available to business customers.

5. Account Spending Limit ("ASL") May Apply. An ASL is a temporary or permanent limit (typically based on credit history, payment history, or to prevent fraud) that we place on the amount of unpaid charges you can accumulate on your account, regardless of when payment on those charges is due. If they apply, the amount will be specified in your Subscriber Agreement or by subsequent notice to you by Evolve Broadband. We reserve the right to determine which charges count toward an ASL. If you have an ASL, we may suspend your Services without prior notice if your account balance reaches the ASL, even if your account is not past due. We may impose or increase an ASL at any time with notice. An ASL is for our benefit only and should not be relied on by you to manage usage. ASL accounts are subject to a fee of \$4.99/mo. per account. The fee will be waived when the account includes recurring automatic payments through a credit or debit card or direct withdrawal from your checking account. Monthly Service plan charges accrue even if your Service is turned off for exceeding your spending limit or for non-payment.

6. Installation Fees and Deposits. Installation fees for each level of Service and Deposits on Evolve Broadband Equipment and Services are payable in advance, at the time of, or prior to, activation or installation of the Services at your service location. We may at any time require a deposit as a guarantee of payment for you to establish or maintain Service ("Deposit"). By providing us a Deposit, you grant us a security interest for all current or future amounts owed to us. We may change the Deposit at any time with notice. You cannot use a Deposit to make or delay payments unless authorized by Evolve Broadband. The Deposit, the length of time we hold the Deposit, and changes to the Deposit are determined based on your credit history, payment history, and other factors. Unless prohibited by law, we may mix Deposits with our other funds and it won't earn interest, and we reserve the right to return the Deposit as a credit on your invoice at anytime. If your Services are terminated for any reason, we may keep and apply your Deposit against any outstanding charges. We will send any remaining portion of the Deposit to your last known address within 90 days after your final invoice. If the refund is returned to us, we will forward it on to the appropriate state authorities to the extent required by law.

7. Invoicing Methods. A \$2.00/month per account fee will apply if you choose to receive a paper invoice. To avoid this fee, you can elect to receive Evolve Broadband's invoice via e-mail. You will initially be able to make this selection as part of your Subscription Agreement, but may request a change in invoice method by calling Evolve Broadband at 512-777-7700 and completing any necessary Evolve Broadband paperwork to affect this change or sending a request via email to billing@evolvebroadband.com.

8. Billing and Payment.

(a) **Charges.** Unless you have entered into an extended term for service, you agree to pay all charges associated with the Services, and that these charges are subject to change at any time. These charges may include but not be limited to installation charges, activation charges, monthly service charges, charges for the use or purchase of Evolve Broadband Equipment, charges for service calls, and other charges. The current applicable charges and fees for Evolve Broadband's Services are available by calling Evolve Broadband customer service at 512-777-7700. Monthly charges exclude (i) taxes and (ii) Evolve Broadband Surcharges [incl. USF charge (varies quarterly), cost recovery and administrative fees, and state/local fees by area (e.g., in some areas up to 18%)]. Evolve Broadband Surcharges are not taxes or government-required charges and are subject to change.

(b) **Taxes and Fees.** You agree to pay any and all applicable federal, state, and local taxes (however designated) levied upon us in connection with the sale, installation, use, or provision of the Services, and also surcharges that we charge in connection with governmental or quasi-governmental fees or programs, such as universal service fees, 911/E911 surcharges, telecommunications relay service surcharges, state cost-recovery fees, right-of-way fees, etc.

(c) **Activation Fees.** An activation fee of up to \$36 may apply to new activations, certain Service plan changes or upgrades of phones or Devices.

(d) **Billing Commencement Date.** The fees and charges for the Services begin to accrue on the Billing Commencement Date as defined below. If Evolve Broadband installs or activates your Services, the Billing Commencement Date is the day of installation or activation. If you self-install Evolve Broadband Equipment or Purchased Equipment that we have provided to you, the "Billing Commencement Date" is the earlier of (i) the day you install, or pick up such equipment from an Evolve Broadband office or employee, or (ii) one (1) day after we receive notification that shipment of your equipment has been received by you.

(e) **Invoicing.** If Service(s) is activated during a billing cycle, monthly recurring charges from the activation date will be pro-rated based on the actual number of days in the billing cycle the Service(s) is provided. An invoice for this pro-rated period will be invoiced to customer shortly after your Service(s) is activated. Non-recurring charges (e.g., equipment purchases, activation fees, etc.) will be billed prior to customer taking possession of the equipment. Invoices for monthly recurring services will be due and payable within 25 days from the invoice date on your bill. Overage charges for Data and/or Voice Services will be billed in arrears.

(f) **Payment by Credit Card.** If payment by credit card is made available by Evolve Broadband and you provide a credit card number to us, you thereby authorize us to charge that credit card for all amounts payable by you to Evolve Broadband as specified in this Agreement. You also authorize us to continue such charges until you notify Evolve Broadband in writing that you are withdrawing this authorization or until you have paid all charges under this Agreement. If Evolve Broadband does not receive payment from your credit card issuer or its agents, you agree to pay all amounts due upon demand by us, including a \$15 fee for payment charge return. It is your responsibility to notify Evolve Broadband of any changes to your credit card information we have on file.

(g) **Pay-by-Phone Fee.** Each time that you choose to pay by phone through an Evolve Broadband customer service representative, you agree to pay up to a \$3.00 fee per transaction. There is no additional fee for payments that are made (i) through the Evolve Broadband's online billing portal which is available on our website at www.evolvebroadband.com, or (ii) at Evolve Broadband's corporate office.

(h) **Late Fees.** You agree to pay a \$5.00 late fee in addition to all other applicable charges if you do not pay the full balance due on your account within 25 days following the due date on your invoice.

(i) **Billing Errors.** Subject to applicable law, you must notify us of any billing errors or other requests for refund within 60 days of the date on the bill.

(j) **Credit Inquiries and Information.** We agree to provide you Services on the condition that you have and maintain satisfactory credit according to our standards and policies. You authorize Evolve Broadband to make inquiries and to receive information about your credit experience from others, to enter this information in your file, and to disclose this information concerning you to appropriate third parties for reasonable business purposes. You agree to provide information that we may request or complete any applications that we may

provide you to facilitate our review. We rely on the credit information you furnish, credit bureau reports or other data available from commercial credit reference services, and other information (such as payment history with us) to determine whether to provide or continue to provide you Services. The Services we offer you can vary based on your credit history. We may at any time, based on your credit history, withdraw or change Services or place limits or conditions on the use of our Services. You agree to provide us updated credit information upon request. We may provide your payment history and other account billing/charge information to any credit reporting agency or industry clearinghouse.

(k) **Returned Checks, Nonpayment, Collection.** You agree that Evolve Broadband may electronically debit your account for both the face amount of your check, and a returned check fee of \$30, if your check is returned unpaid. In the event of nonpayment, Evolve Broadband reserves the right to suspend or disconnect your Services at any time, with or without notice. You agree that if Evolve Broadband incurs collection or other legal costs as a result of nonpayment, you will be liable for the total past due amount and any returned check fees, but also for collection and attorneys' fees as well as court costs upon judgment. Further, in order to resume Services, you must pay the past due charges in full in addition to a reconnect fee and, at Evolve Broadband's discretion, up to one month's service charges in advance.

(l) **Notification of Changes.** We may change the fees and charges for the Services from time to time at our discretion. Unless this Agreement specifies otherwise, we will give you 30 days notice of any modification to this Agreement. Evolve Broadband may, in its sole discretion, change, add to, or remove portions of the Services (including but not limited to features and equipment requirements) at any time without notice. If you continue to use the Services after any modification of this Agreement or the Services, you shall be deemed to have accepted the modification. If you do not agree to any modifications, you must immediately stop using the Services and notify Evolve Broadband that you are terminating this Agreement. You will then be entitled to a refund of any portion of any recurring monthly service fee for the Services that have been paid by you in advance for a period subsequent to the effective date of your requested termination (less any outstanding amounts due for equipment or other applicable fees and charges). You will be responsible to pay any fees, payment obligations, and taxes that become applicable retroactively.

9. Billing Information, Number Changes, Misc. Detailed data billing information is available for all customers by requesting such information. Additional fees may apply for phone number changes. Our Services will only work with our Devices. Not all Services are available with all Devices. We may block network access or refuse activation for devices that are incompatible with our network or for any reason that protects our customers' or network's interests including, but not limited to, devices that are lost, stolen or terminated for nonpayment of service. Monthly service charges are not refunded or prorated if Service is terminated or modified before your billing cycle ends. All voice and data usage, including incoming/outgoing calls, incurs charges unless specified otherwise. Except where specified, included plan minutes are not good for off-network roaming calls should roaming be made available under a specified service plan. Except where specified, included data monthly allowed usage are not good for off-network data roaming should data roaming be made available under a specified service plan. Rates for International roaming for voice and data services, if made available under a specified Service plan, are additional and will vary. On calls that cross time periods, minutes are generally deducted or charged based on the call start time. Unused monthly plan minutes do not carry forward. Partial minutes of use are rounded up to the next whole minute.

10. Use of Service Limitations. Our Service plans, customer Devices, Services and features are not for resale and are intended for reasonable and non-continuous use by an account holder using a Device on Evolve Broadband's network or on a roaming partner of Evolve Broadband should roaming be made available. You agree and represent that you are buying the Services for your own personal use only and that you will not resell

or permit another to resell the Services. You agree to ensure that all uses of the Evolve Broadband Equipment and Service(s) installed at your premises are legal and appropriate.

11. Prohibited Network Uses. Visit the www.EvolveBroadband.com website to view our Acceptable Use Policy which is incorporated herein as part of the T&C.

12. Unlimited Use Plans. If you subscribe to rate plans, Services or features that are described as unlimited, if available, you should be aware that such “unlimited” plans are subject to these Evolve Broadband Prohibited Network Uses.

13. GPS Navigation: Environment may limit GPS location information. The user’s authorization is required for Evolve Broadband to share location and other needed enabling information with third parties. It is the responsibility of the user to notify device users that location can be identified while using GPS applications.

14. Location Based Services. Environment may limit location-based service information. Location Based Services require an account holder's authorization for Evolve Broadband to share location and other needed enabling information with third parties. It is the responsibility of the account holder to notify device users that location can be identified while using location based service applications. GPS and Location based 911 is mandatory when technically available.

15. Data. The amount of data transmitted over our network is measured in kilobytes (KB), megabytes (MB) or gigabytes (GB). Unless specified otherwise, 1,024KB equals 1MB. 1,024MB equal 1GB. Usage is calculated on a per KB, MB or GB (depending on your plan) basis and is rounded up to the next whole KB, MB or GB at which time we deduct accumulated usage from your plan, or assess overage or casual usage charges. You are responsible for all data activity from and to your device, regardless of who initiates the activity. Estimates of data usage will vary from actual use. Your invoice will not separately identify the number of KB, MB or GB attributable to your use of specific sites, sessions or services used. Premium content, if made available, (games, ringtones, music tracks, etc.) are priced separately. Services are not available for use in connection with server devices or host computer applications, other systems that drive continuous heavy traffic or data sessions, or as substitutes for private lines or frame relay connections. Except with Phone-as-Modem add-on, you may not use a phone (including a Bluetooth phone) as a modem in connection with a computer, PDA, or similar device. We reserve the right to deny or terminate service without notice for any misuse or any use that adversely affects network performance. Availability of downloadable or streaming content is subject to change, including but not limited to television channels and radio stations.

16. Third-Party Content. Evolve Broadband allows customers to purchase mobile content on a per item or monthly basis from Evolve Broadband, when available in the future, and from other entities. Subscribers are responsible for all billed content, including content purchased by others authorized to use devices on the account. Usage can be restricted by use of account blocking tools or similar features. Blocking tools or similar features are available at no cost. Deleting third-party applications from your device alone may not stop the billing of monthly recurring charges.

17. Off-network Roaming. The primary use of your Device must be for domestic purposes within the Evolve Broadband-owned network. Domestic means use in the 50 United States and U.S. Territories (except Guam). Evolve Broadband reserves the right, without notice, to deny, terminate, modify, disconnect or suspend service if off-network usage in a month exceeds: (1) voice: 200 min. or a majority of minutes; or (2) data: 300 megabytes or a majority of kilobytes. The display on your device may not always be on and will not indicate whether you will incur roaming charges. You may contact us to request details on your account usage. Roaming is not currently available for Evolve Broadband service plans.

18. **International Long Distance, Messaging and Data.** Devices must be activated for international service, if available, to enable international long-distance calls, messaging or data including to Mexico and Guam. For verification purposes, you may be required to provide additional information and activation of a plan may take approximately 1 to 3 days. Verification for account spending limit customers may take up to 30 days. Rates, mobile termination fees and available countries are available upon request. International rates are subject to change without notice and require a deposit.

19. **Per-call charges.** Voice Plans do not include certain call types that will be charged by Evolve Broadband on a per-call basis (e.g., operator services, 411, etc.).

20. **Rounding of fractional charges.** If the computed charge for a voice call includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. If the computed charge for taxes or surcharges includes a fraction of a cent, the fraction is rounded up to the nearest whole cent.

21. **Tiering.** The Services are offered on a tiered basis:

(a) **Data Tiering and Overage.** For Data Services provided by Evolve Broadband, each tier includes an allotment of bandwidth consumption ("Data Plan Allotment") that you may use during each billing cycle at no additional charge. You agree that you will pay for additional bandwidth consumed beyond the Data Plan Allotment at the rates listed in your Subscriber Agreement. Unused bandwidth from your Data Plan Allotment expires at the end of your billing cycle and does not carry over to subsequent billing cycles. It is your responsibility to monitor and manage your bandwidth usage, which you may check by calling 512-777-7700. You must report any anomalous traffic to Evolve Broadband within 5 days. If such traffic is reported promptly and resulted from circumstances outside your control, such as a computer virus, spam attack, or a denial of service attack, Evolve Broadband may, at its discretion, confirm the source of the problem and deduct the bandwidth from your usage statistic. You also agree that Evolve Broadband may use technical means, including but not limited to suspending or reducing the speed of your Services, to ensure quality of service to other customers or for other good cause, and that Evolve Broadband may at its option move you to a higher tier of Services (which may result in higher monthly charges). You further agree that Evolve Broadband has the right to monitor your usage patterns to facilitate the provision of the Services and to ensure your compliance with this Agreement and any additional terms of use found at www.EvolveBroadband.com. Evolve Broadband may take such steps as it determines appropriate in the event that your usage of the Services does not comply with this Agreement or any additional terms of use found at www.EvolveBroadband.com.

(b) **Voice Tiering and Overage.** For Voice Services provided by Evolve Broadband, each tier includes an allotment of minutes of usage consumed ("Voice Plan Allotment") that you may use during each billing cycle at no additional charge. You agree that you will pay for additional minutes of usage consumed beyond the Voice Plan Allotment at the rates listed in your Subscriber Agreement. Unused minutes from your Voice Plan Allotment expires at the end of your billing cycle and does not carry over to subsequent billing cycles. It is your responsibility to monitor and manage your voice minutes of usage, which you may check by calling 512-777-7700.

(c) **Tiering Pricing Subject to Change.** You agree that Evolve Broadband may change the tiers and rates described in Section 21(a) and (b) and other applicable limits or terms of any tiers by amending the prices, aspects and features of the Service set forth at www.EvolveBroadband.com. Your continued use of the Service will constitute acceptance of any new and revised limits and terms.

22. Service Speeds and Availability. You understand and agree that the actual throughput rate you may experience at any time will vary based on numerous factors including, but not limited to, computer configurations, weather, Evolve Broadband network congestion, the time of day at which the Service is used, and the website servers you access. In addition, Evolve Broadband's Data and Voice Services are provided over radio frequencies and are available only within the operating range and limitations of radio equipment. Radio signals are subject to inherent limitations, including but not limited to blockage from the horizon or intervening terrain, structures or heavy foliage, and the effects of excess distance, multipath distortion, radio or electronic interference, and other natural or man-made conditions, as well as the availability of electrical power and interconnection with telephone and data networks. You acknowledge that Data and Voice Services are not available in all areas and that even within the Evolve Broadband network coverage area the availability, quality, signal strength and network speeds may vary, may be lower than advertised and may be insufficient for use of the Service. You agree that any unavailability or impairment of these Services is not a basis for a demand for a refund or credit or any claim against Evolve Broadband. You agree to provide Evolve Broadband with the address of where you primarily intend to use a wireless service, which will be used to determine the availability of coverage, and the address to which invoices should be sent (if different), and to promptly notify Evolve Broadband of any changes to either such address. You agree to cooperate with Evolve Broadband in connection with any remote or on-site service level verification or troubleshooting.

23. Monitoring. Evolve Broadband shall have the right, but not the obligation, to monitor the content of the Services, including chat rooms, bulletin boards and forums, in order to determine compliance with this Agreement and any operating rules established by Evolve Broadband. Evolve Broadband shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on the Service. Without limiting the foregoing, Evolve Broadband shall have the right to remove any material that Evolve Broadband, in its sole discretion, finds to be in violation of the provisions hereof or any operating rules established by Evolve Broadband hereafter, or otherwise to be objectionable (including indecent or obscene words or material; obstructive or disruptive communications; epithets and the like). Under no circumstances, however, does Evolve Broadband undertake any obligation to review or determine the acceptability or accuracy of any Customer postings.

24. Wireless Network Management. Evolve Broadband uses network management technology in our wireless network to improve available network capacity to benefit the greatest number of users. The network management technology will optimize streaming video, flash video and peer to peer file sharing applications bandwidth to reduce possible network congestion during peak traffic times.

25. Our Policies. Services are subject to our business policies, practices, and procedures ("Policies"). You agree to adhere to all of our Policies made available on our website at www.EvolveBroadband.com when you use our Services. Our Policies are subject to change at any time with or without notice.

26. Agreement Acceptance. You must have the legal capacity to accept the Agreement. You accept the Agreement when you do any of the following: (a) accept the Agreement through any printed, oral, or electronic statement, including, if available, on the web by electronically marking that you have reviewed and accepted; (b) attempt to or in any way use the Services; (c) pay for the Services; or (d) open any package or start any program that says you are accepting the Agreement when doing so. If you don't want to accept the Agreement, don't do any of the preceding things.

27. Term Commitments & Early Termination Fees. Many of the Services (e.g., Device discounts) that we offer require you to maintain certain Services with us for a minimum term, usually 1 or 2 years ("Term Commitment") as specified in the Subscriber contract. You will be charged an Early Termination Fee ("ETF") for each line of

Service that you terminate early (i.e., prior to satisfying the Term Commitment) or for each line of Service that we terminate early for good reason (for example, violating the payment or other terms of the Agreement) in addition to charges for equipment issued at a discount with a Term Commitment. Two types of ETF exist as follows:

(a) **ETF on Equipment Subsidy.** The ETF for equipment that was subsidized for Term commitments (see also Section 3 (g)) will be prorated for the number of complete months of the Term for which you paid in full for the Service. You may contact Evolve Broadband at any time to inquire as to the amount of any equipment subsidy or early termination charge that would apply upon termination at a particular time. If you are not satisfied within 30 days of service initiation with the quality of the service and have complied with the terms of this Agreement, Evolve Broadband will waive such early termination charges and refund payments made to Evolve Broadband for equipment and Service if the equipment is returned to Evolve Broadband in good working condition, subject to a \$25 restocking fee.

(b) **ETF for Monthly Recurring Charges.** If you terminate a Term commitment early, you will be assessed an ETF. The ETF is prorated and calculated by taking the months remaining on your Agreement times the equivalent monthly recurring price for the Service being terminated early. Payment of the ETF does not satisfy other obligations owed to us, including Term commitments with other lines or service/equipment charges.

28. When You Don't Have To Pay An Early Termination Fee. You aren't responsible for paying an ETF when terminating Services are: (a) provided on a month-to-month basis; (b) on a subscription basis with no Term Commitment; (c) consistent with our published trial period return policy; or (d) in response to a materially adverse change that we make to the Agreement as described directly below.

29. Our Right To Change The Agreement & Your Related Rights. We may change any part of the Agreement at any time, including, but not limited to, rates, charges, how we calculate charges, discounts, coverage, technologies used to provide Services, or your terms of Service. We will provide you notice of material changes—and we may provide you notice of non-material changes—in a manner consistent with the notice provisions in this Agreement. If a change we make to the Agreement is material and has a material adverse effect on Services under your Term Commitment, you may terminate each line of Service materially affected without incurring an ETF only if you: (a) call us within 30 days after the effective date of the change; and (b) specifically advise us that you wish to cancel Services because of a material change to the Agreement that we have made. If you do not cancel Service within 30 days of the change, an ETF will apply if you terminate Services before the end of any applicable Term Commitment.

30. Our Right To Suspend Or Terminate Services. We can, without notice, suspend or terminate any Service at any time for any reason. For example, we can suspend or terminate any Service for the following: (a) late payment; (b) exceeding a reasonable amount of usage; (c) harassing/threatening/abusing/offending our employees or agents; (d) providing false or inaccurate information; (e) interfering with our operations; (f) using (or our suspicion of your using) Services in any manner restricted by or inconsistent with the Agreement and Policies; (g) breaching, failing to follow, or abusing the Agreement or Policies; (h) providing false, inaccurate, dated, or unverifiable identification or credit information or becoming insolvent or bankrupt; (i) modifying a Device from its manufacturer specifications (for example, rooting the device); (j) failing to use our Services for an extended period of time; (k) failing to maintain an active Device in connection with our Services; (l) if we believe the action protects our interests, any customer's interests, or our networks; or (m) violating Evolve Broadband's Acceptable Use Policy. Visit www.EvolveBroadband.com for additional details.

31. Service Restrictions. You cannot use our Service(s): (a) in a way that could cause damage or adversely affect any of our other customers or our reputation, networks, property, or Services; or (b) in any way prohibited by

the terms of our Services, the Agreement, or our Policies. You cannot in any manner resell the Services to another party. For additional restrictions on the use of our Services, see our Acceptable Use Policy, which is available on our website, and the detailed plan or other information on Services that we provide or refer you to during the sales transaction.

32. Your Device, Number & E-mail Address; Caller ID. We don't manufacture any Device that we might sell to you or that is associated with our Services, and we aren't responsible for any defects, acts, or omissions of the manufacturer. **The only warranties on your Device are the limited warranties given to you by the manufacturer directly or that we pass through. Device performance may vary based on device specifications (for example, a device's software, memory, and storage), and device performance may impact access to all of our Services.** Your Device is designed to be activated on our network and in other coverage areas that we may make available to you. As programmed, it will not accept wireless service from another carrier. Except for any legal right you may have to port/transfer your phone number to another carrier, you have no—and cannot gain any (for example, through publication, use, etc.)—proprietary, ownership, or other rights to any phone number, identification number, e-mail address, or other identifier that we assign to you, your Device, or your account. We will notify you if we decide to change or reassign them.

33. Porting/Transferring Phone Numbers. We do not guarantee that number transfers to or from us will be successful. If you authorize another carrier to transfer a number away from us, then that is considered a request by you to us to terminate the Service(s) associated with that number. You are responsible for all charges billed or incurred prior to deactivation and for any applicable Early Termination Fees.

34. Coverage; Where Your Device Will Work; Service Speeds. Our coverage maps, if available, will be posted on our website. The specific network coverage you get will depend on the radio transmissions your Device can pick up and Service(s) you have chosen. When available and posted on our website, our coverage maps will provide only a high level estimate of our coverage areas when using Services outdoors under optimal conditions. Coverage is not available everywhere and varies by Service - call us at 512-777-7700 for additional details. Coverage and Service speeds are not guaranteed. Coverage is subject to change without notice. Service speeds may depend on the Service purchased. Actual speeds will vary. Estimating wireless coverage, signal strength, and Service speed is not an exact science. There are gaps in coverage within our estimated coverage areas that—along with other factors both within and beyond our control (for example, network problems, network or internet congestion, software, signal strength, your Device, structures, buildings, weather, geography, topography, server speeds of the websites you access, actions of third parties, etc.)—may result in dropped and blocked connections, slower Service speeds, or otherwise impact the quality of Service. Services that rely on location information, such as E911 and GPS navigation, depend on your Device's ability to acquire satellite signals (typically not available indoors) and network coverage. If your Device is receiving a software update, you may be unable to use your Device in any manner until the software update is complete.

35. Limitations of 911/E911 Dialing and Other Emergency Calls.

(a) **Limitations.** Voice Services includes the ability to place calls to emergency dispatch operators by dialing “911” (“911/E911”) that may differ from 911/E911 functions furnished by traditional telephone service providers. As such, the 911/E911 Services may have certain limitations. **CAREFULLY READ THE INFORMATION BELOW. YOU ACKNOWLEDGE AND ACCEPT ANY LIMITATIONS ON 911/E911. YOU AGREE TO CONVEY THESE LIMITATIONS TO ALL PERSONS WHO MAY HAVE OCCASION TO PLACE CALLS OVER THE SERVICES.** If you have any questions about 911/E911, call Evolve Broadband customer service at 512-777-7700.

(b) **911 or Other Emergency Calls.** Public safety officials advise that when making 911 or other emergency calls, you should always be prepared to provide your location information. Unlike traditional

wireline phones, depending on a number of factors (for example, whether your Device is GPS enabled, where you are, whether local emergency service providers have upgraded their equipment, etc.), 911 operators may not know your phone number, your location, or the location of your Device. In certain circumstances, an emergency call may be routed to a state patrol dispatcher or alternative location set by local emergency service providers. Enhanced 911 service ("E911")—where enabled by local emergency authorities—uses GPS technology to provide location information. Even when available, however, E911 does not always provide accurate location information. If your Device is indoors or for some other reason cannot acquire a satellite signal, you may not be located. Some Devices have a safety feature that prevents use of the keypad after dialing 911—you should follow voice prompts when interacting with emergency service providers employing interactive voice response systems to screen calls.

(c) **Correct Address.** In order for your 911/E911 calls to be properly directed to emergency services, Evolve Broadband must have your correct service address. If you move the Service(s) or desire to use the Service(s) via mobile data without Evolve Broadband's approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the wrong address, or the Services (including 911/E911) may fail altogether. Therefore, you must call Evolve Broadband customer service at 512-777-7700 at least 5 days before you move the Service(s) to a new address or before you request mobile use. All changes in service address require Evolve Broadband's prior approval. YOU UNDERSTAND AND ACKNOWLEDGE THAT EVOLVE BROADBAND WILL NEED SEVERAL BUSINESS DAYS TO UPDATE YOUR SERVICE ADDRESS OR TO IMPLEMENT GPS BASED MOBILE 911 IN THE E911 SYSTEM SO THAT YOUR 911/E911 CALLS CAN BE PROPERLY DIRECTED. If you are moving to an address that is no longer in Evolve Broadband's network coverage area then this constitutes an early termination event and ETF may apply.

(d) **Network Congestion or Failures.** Calls, including calls to 911/E911, may not be completed if there is a problem with network facilities, including network congestion, network or network equipment failure, or another technical problem.

(e) **Limitation of Liability.** YOU ACKNOWLEDGE AND AGREE THAT THE EVOLVE BROADBAND PARTIES AND THEIR SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE EVOLVE BROADBAND PARTIES AND THEIR SERVICE PROVIDERS, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911 SERVICES PROVIDED TO YOU IN CONNECTION WITH THE SERVICES.

36. If Your Device Is Lost or Stolen. Call us immediately if your Device is lost or stolen because you may be responsible for usage charges before you notify us of the alleged loss or theft. A lost or stolen Device does not reduce or remove your Term Commitment. You will remain liable for any monthly recurring charges associated with the Service on your Device after you notify us of the alleged loss or theft. You agree to cooperate if we choose to investigate the matter (provide facts, sworn statements, etc.). We have no duty to waive any Early Termination Fees if you choose to terminate Services as a result of loss or theft of your Device.

37. About Data Services & Content. Our Data Services and your Device may allow you to access the internet, text, pictures, video, games, graphics, music, email, applications, sound, and other materials ("Data Content") or send Data Content elsewhere. Some Data Content is available from us or our vendors, while other Data Content can be accessed from others (for example, third party websites, games, ringers, applications, etc.). We make absolutely no guarantees about the Data Content that you access on your Device. **Data Content may be: (1)**

unsuitable for children/minors; (2) unreliable or inaccurate; or (3) offensive, indecent, or objectionable. You're solely responsible for evaluating the Data Content accessed by you or anyone through your Services. We strongly recommend that you monitor data usage by children/minors. Data Content from third parties may also harm your Device or its software. We are not responsible for any Data Content. We are not responsible for any damage caused by any Data Content that you access through your Services, that you load on your Device, or that you request that our representatives access or load on your Device. To protect our networks and Services or for other reasons, we may place restrictions on accessing certain Data Content (such as certain websites, applications, etc.); impose separate charges; limit throughput or the amount of data that you can transfer; or otherwise limit or terminate Services. If we provide you storage for Data Content that you have purchased, then we may delete the Data Content without notice or place restrictions/limits on the use of storage areas. Data Content stored on a Device, transmitted over our networks, or stored by Evolve Broadband may be deleted, modified, or damaged. You may not be able to make or receive voice calls while using data Services. Data Content provided by our vendors or third parties is subject to cancellation or termination at any time without notice to you, and you may not receive a refund for any unused portion of the Data Content.

38. Evolve Broadband Equipment, software and marks.

(a) **Equipment.** You acknowledge that Evolve Broadband-installed equipment and facilities, along with any equipment leased to you (including any external cabling, antennas or power cords provided or installed with any Services, and all associated software, collectively referred to herein as the "Evolve Broadband Equipment")), is for your exclusive use during your subscription and remains the property of Evolve Broadband. You agree that you will not allow the Evolve Broadband Equipment to be serviced by anyone other than Evolve Broadband employees or agents. You may not relocate Evolve Broadband Equipment. If you change residences, you must contact Evolve Broadband for information on whether the Evolve Broadband Equipment and Services can be transferred to your new residence and what the relocation will cost. If you wish to disconnect the Services, you must contact Evolve Broadband for information on the necessary procedures and cost. You may not permit any attachments to, alteration of, or tampering with the Evolve Broadband Equipment, nor any alteration or additional use of the Services at any time. You agree that if you or Evolve Broadband terminate the Services for any reason, the Evolve Broadband Equipment must be returned to Evolve Broadband within 10 business days of termination in proper, undamaged working order other than reasonable wear and tear.

(b) **Firmware and Software Licenses.** The Services and Evolve Broadband Equipment, including any firmware or software that may be embedded in the Evolve Broadband Equipment or used to provide the Services, are protected by trademark, copyright, and/or other intellectual property laws and international treaty provisions. You are granted a limited, revocable, non-exclusive, non-transferable license to use such firmware and software in object code form (without making any modification thereto) strictly in accordance with this Agreement to access the Services for your own individual use. You will not sell, resell, transfer, copy, translate, publish, create derivative works of, make any commercial use of, modify, reverse engineer, decompile, or disassemble the software. Evolve Broadband may revoke this license at any time. This license will commence upon your acceptance of the relevant Services and will terminate immediately upon the termination of the Services for any reason. Evolve Broadband and its licensors retain all rights and interests in and to any such software or firmware. You acknowledge and understand that you are not granted any other license to use the firmware or software embedded in the Evolve Broadband Equipment or used to provide the Services. You expressly agree that you will use the Evolve Broadband Equipment exclusively in connection with the Services. If provided to customer by us, you are permitted to archive the software or re-load the software disk in its original format. All such copies must contain the same copyright notices and proprietary markings as the original software. You shall not reverse compile, disassemble, or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

If you decide to use the Services through an interface device not provided by Evolve Broadband, which Evolve Broadband reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights to use that interface device with the Services, including all software and firmware licenses. You will indemnify and hold harmless Evolve Broadband against any and all liability arising out of your use of such interface device with the Services.

(c) **Export Laws.** You expressly agree to comply with all applicable export and reexport laws, including but not limited to the Export Administration Act, the Arms Export Control Act, and their implementing regulations. You further expressly agree not to use the Services in any way that violates any provision of these export and re-export laws or their implementing regulations.

(d) **Protection of Evolve Broadband's Information and Marks.** All Evolve Broadband Services information, documents, and materials on our websites are protected by trademark, copyright or other intellectual property laws, and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "marks") of Evolve Broadband are and shall remain the exclusive property of Evolve Broadband. Nothing in this Agreement shall grant you the right or license to use any of the marks.

39. **Damage to or Failure to Return Evolve Broadband Equipment.** In the event the Evolve Broadband Equipment is lost, stolen, damaged, destroyed, or otherwise not returned promptly to Evolve Broadband, you agree to pay the original cost of the Evolve Broadband Equipment. We suggest that the Evolve Broadband Equipment in your possession be covered by your homeowners, renters, or other insurance. You understand that failure to pay the replacement charge will result in the matter being turned over to a collection agency and attorneys to pursue legal action.

40. **Purchased Equipment.**

(a) **Equipment Purchased from Evolve Broadband.** Evolve Broadband may offer to sell equipment that you may purchase in connection with your use of the Services, such as a, wireless modem or USB modem ("Purchased Equipment"). By purchasing the Purchased Equipment, you agree to the following terms and conditions. You agree and represent that you are purchasing Purchased Equipment solely for your own personal use of the Services and not for resale, lease or use for or on behalf of any other person or entity. Evolve Broadband shall have the unrestricted right, but not the obligation, to download and/or upgrade the software or firmware in Purchased Equipment, or to replace the Purchased Equipment with a comparable device (which does not have to be of the same model or type as the equipment that you originally purchased), at any time that Evolve Broadband, in its sole discretion, determines it is necessary or desirable. You agree to be subject to the early termination charges as described in Section 25 herein if your Service(s) is terminated prior to the end of a minimum term of service that you agreed to in connection with Evolve Broadband's subsidization of Purchased Equipment.

(b) **Limited Warranty for Purchased Equipment.** Evolve Broadband provides a 90-day limited warranty for any defects in materials or workmanship in Purchased Equipment if such defects adversely affect the performance of, or your ability to use, the equipment to receive the Services. This limited warranty will expire at the earlier of: (i) 90 days after the date you received the equipment from Evolve Broadband, (ii) the termination of your Service, or (iii) your violation of any of the terms of this Agreement. If your Purchased Equipment is repaired or replaced while this Limited Warranty is in effect, the repaired or replaced equipment will be warranted for the remaining warranty period covering the original Purchased Equipment. ALL IMPLIED

WARRANTIES PROVIDED TO YOU UNDER APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE PERIOD OF COVERAGE UNDER THIS LIMITED WARRANTY. THE WARRANTIES DESCRIBED ABOVE ARE THE ONLY EXPRESS WARRANTIES APPLICABLE TO PURCHASED EQUIPMENT. This warranty does not cover any cords, cabling or software embedded in, or provided in connection with the equipment; any cosmetic damage including, but not limited to, plastic surfaces or any other exposed parts that are scratched or damaged; or equipment that has had the barcode, serial number, or other identifying mark modified, removed or obliterated or which have had the case opened or the equipment seal broken. The warranty also does not cover any defects, damage or malfunctioning of the equipment resulting from neglect, abuse, misuse, accident, fire, flood, lightening or other acts of God, war, or other events beyond our reasonable control; improper use, application or testing; changing the calibration of or improper tampering with customer controls; power fluctuations or surges or improper connection with any other equipment; improper handling, operation, maintenance, transport, storage, or environmental or site conditions; unauthorized alterations or repairs, or use of unapproved parts in or with the equipment or incompatibility with other equipment; or improper or faulty installation. If your Purchased Equipment fails during the warranty period described above, Evolve Broadband will, at no charge to you, repair, replace or refund your cost for the Purchased Equipment within a reasonable time. This is your sole and exclusive remedy for such failure and the manner of remedy is at sole option of Evolve Broadband. All replaced parts and products will be deemed to be on an exchange basis and will become our property. Any repair or replacement of Purchased Equipment following the expiration of the limited warranty will be your responsibility. The above warranty will be voided if you attempt to upgrade the firmware on equipment purchased from us.

41. Service and maintenance procedures. In the event of a problem with your Service or Evolve Broadband Equipment, you should contact Evolve Broadband customer service at 512-777-7700. If you call outside of normal business hours, leave a complete message including your name, address, contact work and home telephone number(s) and a description of the problem. Depending on the nature of the problem, we may at our option schedule an appointment for a service technician to visit your service location home, usually by the next business day. We do not charge for service calls if Evolve Broadband Equipment caused the problem. You agree to cooperate by all reasonable means to allow an Evolve Broadband representative to inspect our facilities either inside or outside the place of attachment and with its attempts to resolve a service or equipment problem. You agree that Evolve Broadband is not obliged to service any customer equipment. In the event that Evolve Broadband determines in its sole judgment that the problem was caused by customer equipment, customer negligence, lack of knowledge, customer software, customer-installed wiring or hardware, Purchased Equipment not covered by its limited warranty, or any problem not caused by Evolve Broadband, you agree to pay for the service appointment and our reasonable charges for repair. In some cases, Evolve Broadband may decline to undertake the repair. If a problem is not resolved to your satisfaction, you may write or call us with concerns or complaints. Emergency damage to our network from violent storms or very cold weather may interfere with the Services. In these circumstances, our maintenance crews will be promptly dispatched to correct any emergency when practicable. Depending on the emergency situation, it may take several days to resume full service.

42. Disclaimer of Warranties. UNLESS EXPRESSLY PROVIDED IN WRITING OTHERWISE, WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES (INCLUDING YOUR DEVICES). WE DON'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF.

43. You Agree That We Are Not Responsible For Certain Problems. You agree that neither we nor our subsidiaries, affiliates, parent companies, vendors, suppliers, or licensors are responsible for any damages resulting from: (a) anything done or not done by someone else; (b) providing or failing to provide Services, including, but not limited to, deficiencies or problems with a Device or network coverage (for example, dropped, blocked, interrupted Services, etc.); (c) traffic or other accidents, or any health-related claims relating to our Services; (d) Data Content or information accessed while using our Services; (e) an interruption or failure in accessing or attempting to access emergency services from a Device, including through 911, Enhanced 911 or otherwise; (f) interrupted, failed, or inaccurate location information services; (g) information or communication that is blocked by a spam filter; (h) damage to your Device or any computer or equipment connected to your Device, or damage to or loss of any information stored on your Device, computer, equipment, or Evolve Broadband storage space from your use of the Services or from viruses, worms, or downloads of malicious content, materials, data, text, images, video, or audio; or (i) things beyond our control, including acts of God or Force Majeure (for example, weather-related phenomena, fire, earthquake, hurricane, war, strikes, etc.), riot, strike, war, terrorism, or government orders or acts (i.e., force majeure events). You should implement appropriate safeguards to secure your Device, computer, or equipment and to back-up your information stored on each.

44. You Agree Our Liability Is Limited - No Consequential Damages. TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS THAT YOU MAY HAVE AGAINST US IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES IN CONNECTION WITH A DEVICE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES.

45. No Trial By Jury. TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION, OR OTHER PROCEEDING.

46. Indemnification: You agree to indemnify, defend, and hold Evolve Broadband and our subsidiaries, affiliates, parent companies harmless from any claims arising out of or relating to your actions, including, but not limited to, your use of the Service and any information you submit, post, transmit, or make available via the Service; failing to provide appropriate notices regarding location-enabled services (see "Location-Enabled Services" in Section 14 herein); failure to safeguard your passwords, backup question to your shared secret question, or other account information; or violating this Agreement or any policy referenced in this Agreement or posted on our website, any applicable law or regulation, or the rights of any third party.

47. Providing Notice To Each Other Under The Agreement. Except as the Agreement specifically provides otherwise, you must provide us notice by calling or writing us as instructed on your invoice. We will provide you notice through one or more of the following: on your bill, correspondence to your last known billing address, to any fax number or e-mail address you have provided us, by calling you on your Device or any other phone number you have provided us, by voice message on your Device or any other phone number you have provided us, or by text message on your Device or a cell phone number you have provided us with.

48. Other Important Terms. Subject to federal law or unless the Agreement specifically provides otherwise, this Agreement is governed solely by the laws of the state encompassing the billing address of the Device, without regard to the conflicts of law rules of that state. If either of us waives or doesn't enforce a requirement under this Agreement in an instance, we don't waive our right to later enforce that requirement. Except as the Agreement specifically provides otherwise, if any part of the Agreement is held invalid or unenforceable, the

rest of this Agreement remains in full force and effect. This Agreement is not for the benefit of any third party except our corporate parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. You cannot assign the Agreement or any of your rights or duties under it without Evolve Broadband approval. We can assign the Agreement without notice. The Agreement and the documents it incorporates make up the entire agreement between us and replaces all prior written or spoken agreements. You cannot rely on any contradictory documents or statements by our sales or service representatives. The rights, obligations and commitments in the Agreement that, by their very nature, would logically continue beyond the termination of Services (for example, those relating to billing, payment, 911, dispute resolution, no jury trial) survive termination of Services.

49. DISPUTE RESOLUTION.

(a) **We Each Agree To First Contact Each Other With Any Disputes:** We each agree to first contact each other with any Disputes (defined below) and provide a written description of the problem, relevant documents and supporting information, and the proposed resolution. We agree to contact each other as described herein in Section 47 - Providing Notice to Each Other Under The Agreement.

(b) **Instead Of Suing In Court, We Each Agree To Arbitration:** We each agree to arbitrate all Disputes between us, on an individual basis, not on a class-wide or consolidated basis. This agreement to arbitrate is intended to be broadly interpreted. In arbitration, there is no judge or jury. However, just as a court would, the arbitrator must honor the terms and limitations in the Agreement and can award damages and relief, including any attorneys' fees authorized by law. The arbitrator's decision and award is final and binding, with some exceptions under the Federal Arbitration Act ("FAA"), and judgment on the award may be entered in any court with jurisdiction.

(c) **We each also agree as follows:**

(1) **"Disputes"** are any claims or controversies against each other related in any way to or arising out of in any way our Services or the Agreement, including, but not limited to, coverage, Devices, billing services and practices, policies, contract practices (including enforceability), service claims, privacy, or advertising, even if it arises after Services have terminated. Disputes include claims that you bring against our employees, agents, affiliates, or other representatives or that we bring against you. It also includes, but is not limited to, claims related in any way to or arising out of in any way any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory.

(2) If either of us wants to initiate a claim to arbitrate a Dispute, we each agree to send written notice to the other providing a description of the Dispute, a description of previous efforts to resolve the Dispute, all relevant documents and supporting information, and the proposed resolution. Notice to you will be sent as described in herein in Section 47 - Providing Notice to Each Other Under The Agreement and notice to us will be sent to: Legal Dept., 1250 S Capital of Texas Hwy Bldg 2-235, West Lake Hills, Texas 78746. We each agree to make attempts to resolve the Dispute prior to filing a claim for arbitration. If we cannot resolve the Dispute within forty-five (45) days of receipt of the notice to arbitrate, then we each may submit the Dispute to formal arbitration.

(3) The FAA applies to this Agreement and arbitration provision. We each agree that the FAA's provisions—not state law—govern all questions of whether a Dispute is subject to arbitration.

(4) Unless we each agree otherwise, the Arbitration will be conducted by a single, neutral arbitrator and will take place in the Travis county, Texas.

(5) The arbitration will be governed and conducted by (a) a neutral third party arbitrator selected by each of us and based upon rules mutually agreed to by each of us or (b) through Judicial Arbitration and Mediation Services "JAMS." The JAMS rules, including rules about the selection of an arbitrator, filing, administration, discovery, and arbitrator fees, will be conducted under JAMS Comprehensive Arbitration Rules & Procedures. The JAMS rules are available on its website at www.jamsadr.com. To the extent that this "Dispute Resolution" section conflicts with JAMS's minimum standards for procedural fairness, the JAMS's rules or minimum standards for arbitration procedures in that regard will apply. However, nothing in this paragraph will require or allow us or you to arbitrate on a class-wide or consolidated basis.

(6) WE EACH AGREE THAT WE WILL ONLY PURSUE ARBITRATION ON AN INDIVIDUAL BASIS AND WILL NOT PURSUE ARBITRATION ON A CLASS-WIDE OR CONSOLIDATED BASIS. We each agree that any arbitration will be solely between you and Evolve Broadband (not brought on behalf of or together with another individual's claim). If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then our agreement to arbitrate doesn't apply and the dispute must be brought in court.

(7) We each are responsible for our respective costs relating to counsel, experts, and witnesses, as well as any other costs relating to arbitration. However, you agree to pay for the arbitration administrative or filing fees, and we agree to pay the arbitrator fees. Otherwise the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses, Minimum Standards of Procedural Fairness regarding costs and payment apply.

(d) **Exceptions To Our Agreement To Arbitrate Disputes:** Either of us may bring qualifying claims in small claims court. In addition, this arbitration provision does not prevent you from bringing your dispute to the attention of any federal, state, or local government agency that can, if the law allows, seek relief against us on your behalf.

50. **ORDER OF PRECEDENCE.** Without to eliminate any confusion between terms and conditions referenced in this Agreement, a Subscriber Agreement and any other Service or marketing -related documents provided to customer, the following order of precedence shall prevail (from highest priority to lowest): the applicable terms and conditions referenced in your Subscriber Agreement , the provisions contained in this Agreement, the, our pricing on our website, and the terms and conditions on any other Service or marketing material provided to you.

PUBLIC VERSION

TAB 4

**Highly Confidential technical details and informational
diagrams regarding WCX's services**

CONFIDENTIAL MATERIALS OMITTED

Bates Pages 779-810

PUBLIC VERSION

TAB 5

Highly Confidential WCX Equipment Information

CONFIDENTIAL MATERIALS OMITTED

Bates Page 812

PUBLIC VERSION

TAB 6

Highly Confidential WCX Financial Information

CONFIDENTIAL MATERIALS OMITTED

Bates Page 814